

## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

### **Registration or Request for Copy of Solicitation**

<b>Submit FAX or E-MAIL to:</b>	FAX No.:	(808) 587-1244
	E-mail Address:	<a href="mailto:michael.b.clack@hawaii.gov">michael.b.clack@hawaii.gov</a>
		or
		<a href="mailto:marc.s.yamamoto@hawaii.gov">marc.s.yamamoto@hawaii.gov</a>

### **Provide the following information:**

- |                       |  |                          |
|-----------------------|--|--------------------------|
| - Name of Company     | - Mailing Address  | - Name of Contact Person |
| - Telephone Number    | - Facsimile Number   | - E-Mail Address         |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) |                          |

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
HONOLULU, HAWAII

Legal Ad Date: January 22, 2010

**INVITATION FOR BIDS  
NO. PSD 10-KCCC-18**

SEALED BIDS  
FOR  
FURNISHING

**OPERATION, MAINTENANCE and REPAIR SERVICES  
SEWER PUMP STATION AND FORCE MAIN  
KAUAI COMMUNITY CORRECTIONAL CENTER**

will be received up to and opened at 2:00 p.m. (HST)  
on  
February 4, 2010

in the Department of Public Safety, Planning, Programming and Budget Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Written questions relating to this bid solicitation may be directed to Marc Yamamoto, facsimile no. (808) 587-1244 or email: [marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov).

Clayton A. Frank, Director  
Department of Public Safety

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Name of Company

**WAGE CERTIFICATE**  
(For Service Contracts)

Subject: IFB/RFP No.: PSD 10-KCCC-18

Title of IFB/RFP: Operation, Maintenance and Repair Services of  
Sewer Pump Station and Force Main at the Kauai Community  
Correctional Center

(To be completed by Offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

PSD 10-KCCC-18  
OPERATION, MAINTENANCE and REPAIR SERVICES  
SEWER PUMP STATION AND FORCE MAIN  
KAUAI COMMUNITY CORRECTIONAL CENTER

Director  
Department of Public Safety  
919 Ala Moana Boulevard, 4<sup>th</sup> Floor  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, as revised, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;  
**OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_ \*

**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

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The following offer is hereby submitted for PSD 10-KCCC-18, Operation, Maintenance and Repair Service of the Sewer Pump Station and Force Main, Kauai Community Correctional Center, as specified herein:

1. Twice Weekly and Weekly Maintenance Services:  
52 weeks at \$ \_\_\_\_\_/week = \$ \_\_\_\_\_
  2. Weekly Maintenance Services:  
52 weeks at \$ \_\_\_\_\_/week = \_\_\_\_\_
  3. Monthly Maintenance Services:  
12 months at \$ \_\_\_\_\_/week = \_\_\_\_\_
  4. Quarterly Maintenance Services:  
4 quarters x \$ \_\_\_\_\_/quarter = \_\_\_\_\_
  5. Semi-Annual Maintenance Services:  
2 semi-annual x \$ \_\_\_\_\_/semi-annual = \_\_\_\_\_
  6. Annual Maintenance Services:  
1 year x \$ \_\_\_\_\_/year = \_\_\_\_\_
- Total Sum Bid: \$ \_\_\_\_\_

MAN-HOUR RATE AND COST OF PARTS FOR EMERGENCY SERVICES

<u>Time</u>	<u>Service</u>	<u>Rate Per Hour</u>
7:30 a.m. to 4:30 p.m.	Mechanical	\$ _____
	Electrical	_____
4:30 p.m. to 7:30 a.m.	Mechanical	_____
	Electrical	_____
Saturdays (all day)	Mechanical	_____
	Electrical	_____
Sundays and Legal Holidays (all day)	Mechanical	_____
	Electrical	_____

The cost of parts charged for the emergency services shall be the actual cost plus 15%, with the original invoices submitted to the Department for approval prior to payment.

COMPANY NAME

**OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

A. Number of years Offeror has been operating and maintaining wastewater treatment plant or pump station: \_\_\_\_\_

B. Wastewater Treatment Business License No.: \_\_\_\_\_ (attach copy to bid)

C. Local Office/Representative:

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

D. References

List the names and addresses of companies or government agencies in the State of Hawaii for whom Offeror has provided or is presently providing similar services as specified herein:

	<u>Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone</u>
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____

E. Insurance

Commercial General Liability Insurance:

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Workers' Compensation:

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Temporary Disability:

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Prepaid Health Care: Carrier \_\_\_\_\_

Unemployment Insurance: State of Hawaii I.D. No. \_\_\_\_\_

Offeror \_\_\_\_\_

COMPANY NAME

## **SPECIFICATIONS**

### **SCOPE OF WORK**

The Contractor shall perform the required operational, preventative maintenance and repair services for the sewage pump station and force main at the Kauai Community Correctional Center located at 5350 Kuhio Highway, Lihue, Hawaii (Tax Map Key 3-9-05-13). The Contractor shall provide all necessary labor, equipment, materials, minor parts, tools, supplies, and appurtenances for providing the services specified herein.

Minor parts shall mean those parts that cost less than \$25.00, excluding tax, and major parts shall mean parts costing individually \$25.00 or more, excluding tax, as shown on the manufacturer's price list.

Such services shall be conducted in accordance with the best practices of the industry governing the operation and maintenance of surface water treatment plants, and in accordance with the manufacturer's instructional manuals, to assure that the finished water quality is within the State of Hawaii, Department of Health requirements.

Only new standard parts manufactured by the maker of each unit or parts of equal quality shall be used. The Contractor will be reimbursed by the Department, through the issuance of a purchase order, for any Department approved, major parts or equipment replacement.

The facility shall be responsible for all utility expenses including water and electricity, and for the testing and certification of the portable fire extinguisher.

### **SERVICE SCHEDULE**

The Contractor shall perform the required maintenance services on a twice-a-week, weekly, monthly, quarterly, semi-annual, and annual basis as required. Each visit shall be recorded in a logbook (date of visit, time-in, time-out, etc.). The logbook shall be kept in a designated, secured place at the project site.

### **GENERAL INFORMATION**

#### **A. SEWAGE PUMP STATION**

1. 3 - Hydromatic Model G2Hx Grinder Pumps
2. 1 - Triplex Pump controller with five floats
3. 1 - Franklin Miller super shredder
4. 1 - RJ Environmental odor control scrubber system and chemical feed unit
5. 1 - Bailey Fisher & Porter Magnetic Flow meter
6. 1 - 50XM 1000 N Micro processor –based signal converter
7. 1 - STI ultrasonic transmitter and sensor, Model 341-0442-103, 385-1C10-003
8. 1 - Ingersoll-Rand Air cooled air compressor, Model 234N1.5
9. 3 - Red valve 8" knife gate valves, Model #G00804134
10. 1 - Widen air-operated sump pump, Model MI-200/PPPZ/BN/KBN
11. 1 - Harrington exhaust 8" centrifugal fan, 1/3 hp, 1750 RPM, 115V, 60HZ
12. 1 - Portable Davit crane, Model 5334M1
13. 1 - Speakman emergency eye wash, Model SE-400



B. FORCE MAIN – 4,443.26 feet in length from sewage pump house to MH #11

6 - APCO air and vacuum release valves, Model 2" 445 WA

C. ALARM SYSTEM

Remote annunciator will be set off at the control room when water is too high in wetwell, pressure is too low for pneumatic system, or trouble with pump equipment.

D. EMERGENCY ELECTRICAL POWER

Connected to existing generator at the emergency distribution panel.

**SERVICES REQUIRED**

A. SEWAGE PUMP STATION

1. Twice a Week Services: A visual check shall be made to ensure reliability and performance.
2. Weekly Services: Shall be scheduled on a different day than the above mentioned twice a week service.
  - a. Inspect shredder.
  - b. Check condition of chemical metering pump including abnormal noise, excessive vibration, low flow, high temperature, and leaks around fittings. Replenish or refill chemicals when necessary.
  - c. Repair and repaint damage and scratches to magnetic flow meter.
  - d. Inspect and clean filters and cylinder cooling fins for air compressor. Check oil level. Drain condensate. Manually operate safety valves. Check for unusual noise and vibration.
  - e. Maintain a station log which includes observation, equipment, service, repairs, meter readings, and other essential information. The station log is a permanent documentation and records for the station and shall be recorded and signed by the operator performing the services.
3. Monthly Services
  - a. Inspect grinder for clogging, power chords for abnormal wear, and maintain proper face clearance between axial cutter and cutter ring.
  - b. Check gear units and motor for shredder for noise, vibration, temperature, shaft movement, amperage draw, and accumulated debris.
  - c. Lubricate scrubber fan shaft, check belt alignment and tension, and check fasteners for tightness. Check exhaust fan for deterioration and tightness of screws and bolts. Check for leaks around pump fitting. Clean PH sensor.
  - d. Clean filters and motor for air compressor and inspect for air leaks. Inspect oil for contamination and change if necessary. (Oil to be provided by the Contractor.) Tighten all bolts, check belt tension and operate safety valves. Blow off motor windings with a jet of dry air. Change coalescing filter cartridge when pressure drops to 10 Psig.
  - e. Check knife gates and valves for damages and wear. Check gland packing for leakage.

- f. Clean filter, refill lubricator reservoir bowl, and check sump pump for abnormal noise or leakage. Ensure air supply is filtered and lubricated for the level control valve.
  - g. Check fasteners and clean exterior surface for exhaust fan motor.
  - h. Flow meter readings taken and recorded at the end of each month and submitted to the facility within five (5) working days.
- 4. Quarterly Services
  - a. Check grinder pumps for corrosion and wear.
  - b. Relubricate seals and bearing for the shredder with PTFE resin grease (to be provided by Contractor).
  - c. Change cartridge valves for chemical metering pump as needed. Lubricate exhaust fan bearings and check wheel balance. Clean or replace wheel as required.
  - d. Clean compressor valves and change frame oil (to be provided by Contractor) for the air compressor.
  - e. Clean and operate solenoid valves.
  - f. Clean wheel and housing for exhaust fan.
  - g. Remove aerators and flush strainer for emergency eye-face wash.
- 5. Semi-Annual Services
  - a. Inspect cutter and lubricate gear reducer and spindle for shredder.
  - b. Clean packing and mist eliminator and recalibrate PH analyzer for odor scrubber and chemical feed system.
  - c. Clean aftercooler for air compressor.
  - d. Grease boom and clevis pins and grabber for Davit Crane, Oil Boom Swivel bushing, winch, and wire rope. Wipe crane with oily rag to remove dirt and grease and leave light film of oil on all surfaces.
- 6. Annual Services
  - a. Grease bearings for shredder. Sharpen cutter. Lubricate shaft extension. Lubricate spline with PTFE resin grease (to be provided by Contractor).
  - b. Clean V-belt drive for alignment and tension for exhaust fan.
  - c. Conduct performance verification check for magnetic flow meter.
  - d. Change the compressor lubricator for the air compressor.

## B. FORCE MAIN

- 1. Monthly Services
  - a. Monitor odors with Hydrogen sulfide detector (to be provided by Contractor) at the pump station wet well and manhole #11 and take appropriate action. The Contractor shall supply the sodium hypochlorite and sodium hydroxide.
  - b. Perform routine maintenance on the ball valves.
- 2. Annual Services
  - a. Back flush and determine grease residue produced. Perform additional back flushing as needed.
  - b. Operate ball valve and adjust packing for force main. Clear all cleanout manholes.
  - c. Pigging with 2 lbs/cf from pump station to discharge at manhole #11.

C. ALARM SYSTEM

1. Monthly Service  
Test alarm system.

D. EMERGENCY ELECTRICAL POWER

1. Semi-Annual Service  
Test standby power.

**REPAIR AND REPLACEMENT**

The Contractor shall provide 24-hour service capabilities to handle any emergency services, which shall be paid for by the Department, to the Contractor on an actual-time and material basis as contracted.

**WORKMANSHIP**

All operational and maintenance services, including the emergency repair/replacement, shall be done in a first-class workmanlike manner by mechanics skilled in the trade and under proper supervision by the Contractor.

**LAWS TO BE OBSERVED**

1. The Contractor, at all times, shall observe and comply with all Federal, State and local laws or ordinances in any manner affecting the conduct of work and shall indemnify and save harmless the State and its representatives against any claim arising from the violation of any such law, by-law, or ordinances by the Contractor, or by their respective employees.
2. Contractor shall comply with all laws relating to safety, hours of labor, wages, payroll records, and citizen labor.

**SAFETY**

1. The Contractor shall take all necessary precautions to protect the public and tenants from injury resulting from his work.
2. The Contractor shall take whatever steps may be necessary to safeguard his work and also the property of the State, as well as other individuals in the vicinity of his work area during the execution of this contract. Contractor shall be solely responsible for and shall make good on any and all damages and for losses to work or property caused by his or his employee's negligence.

**CLEAN-UP**

At the completion of each operational and/or maintenance service or repair/replacement, the Contractor shall clean up and remove all rubbish, grease and debris from the premises resulting from this work, and keep the entire area clean and neat.

## **GROUNDS MAINTENANCE**

Grounds maintenance shall be performed by State maintenance personnel.

## **SPECIAL PROVISIONS**

### **SCOPE**

The Operation and Maintenance Services of the Sewage Pump Station and Force Main at the Kauai Community Correctional Center (KCCC), shall be in accordance with these Special Provisions, the attached Specifications, and the GC by reference made a part hereof and available at the Department of Public Safety, PPB-PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96813, and on the internet at:

<http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

### **CONTRACT ADMINISTRATOR**

For purposes of this contract, Mr..Neal Wagatsuma, Warden, at KCCC, or his authorized representative, telephone (808) 241-3057, is designated the Contract Administrator. Accordingly, the Contract Administrator will be responsible for monitoring the Contractor's performance and will verify that the contract services have been rendered.

### **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing the services specified herein the twelve-month period March 1, 2010 to February 28, 2011, or as indicated on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than three (3) additional twelve-month periods or parts thereof, without the necessity of rebidding, upon mutual agreement in writing, provided the contract unit price remains the same or as adjusted for any allowable increase related to increased wages to public employees performing similar work.

### **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
  1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
  2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

### **OFFEROR QUALIFICATION**

In addition to meeting the legal and other requirements specified herein, Offeror shall meet the following qualifications to be considered for award:

1. Offeror must have an established business in the State of Hawaii and have a minimum of two (2) years prior wastewater treatment plant or pump station operational experience prior to bid opening. Offeror shall indicate on the Offer Form the business address, telephone number and name of his contact person, and number of years of experience. Offeror shall also list references on the Offer Form where indicated.
2. At the time of offer submittal, Offeror shall have a licensed grade 2 waste water treatment plant operator or wastewater treatment plant maintenance mechanic who shall be available under this contract at all times to respond to emergencies.
3. Offeror shall be able to respond to emergencies within sixty (60) minutes of any alarm reported by the appropriate facility staff, 24-hours per day, 7 days per week. The Contractor shall provide qualified operators who are knowledgeable with the operations of the facility. An answering machine to accept emergency calls is not acceptable.

## **PROJECT INSPECTION**

Prior to submittal of an offer, Offerors may inspect the proposed work site to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Offerors shall arrange for a project inspection with the Contract Administrator.

## **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

## **OFFER PREPARATION**

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Hawaii business.** A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

**Tax Liability.** A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET, currently 4%. If, however, a Offeror is exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

**Bid Prices.** Bid price shall include all labor, equipment, materials, all applicable taxes and all other expenses incurred to provide services as specified herein. The bid prices shall be the all-inclusive cost to the State, and no other charges will be honored, unless addressed herein. Offeror shall make an offer for all items to qualify for award consideration.

**Multiple or Alternate Offers.** Multiple or alternate offers are not allowed and shall be rejected.

**Offer Guaranty or Bid Bond.** An offer guaranty is not required for this solicitation.

**Offeror Qualifications.** Offeror shall complete information on the Offer Form pages where Offeror qualification information is requested. Offeror shall submit to the State, at the time of offer submittal or upon the State's request, a copy of whatever State licenses are required to provide the services specified herein.

**Insurance.** Offeror shall provide insurance information as requested on the Offer Form.

**References.** Offeror shall list on Offer Form, companies or government agencies for which Offeror has performed the same or similar services as specified herein for the past two (2) consecutive years, and who can, if necessary, attest to the Offeror's service performance. The State reserves the right to contact the references to inquire about Offeror's current or past job performance.

**Wage Certificate.** Offeror shall complete and submit the attached wage certification by which Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

## **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and

employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

A **Wastewater Treatment Plant Operator II** is required for this contract (refer to attached Class Specifications); therefore, Contractor is required to pay such employee(s) performing work under this contract the specified prevailing public employee wages. As of March 1, 2009, the current wage rate for Wastewater Treatment Plant Operator II is \$23.04 per hour. Accordingly, Offeror should consider the aforementioned wage rate when preparing the offer.

## **OFFER SUBMITTAL**

Offeror shall submit the completed offer in a sealed envelope identified with the following information:

The words, "INVITATION FOR BIDS"  
The Invitation for Bids number  
The title of the Invitation for Bids  
The date and time of bid opening  
Attention: Procurement and Contracts

## **INSPECTION OF OFFERS**

At the bid opening, all offers may be inspected after having been publicly read, provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of bid opening, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

## **METHOD OF AWARD**

Award, if made, will be to the qualified responsive and responsible Offeror submitting the lowest total sum bid. Offeror shall make an offer on all items to qualify for award consideration.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the PPB-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:



Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PPB-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PPB-PC. However, the tax clearance certificate shall be submitted to the PPB-PC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PPB-PC. A photocopy of the certificate is acceptable to the PPB-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at [www.dlir.state.hi.us/formsall.shtml](http://www.dlir.state.hi.us/formsall.shtml) or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PPB-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the PPB-PC. However, the certificate shall be submitted to the PPB-PC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PPB-PC. A photocopy of the certificate is acceptable to the PPB-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the PPB-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

## **DISQUALIFICATION OF OFFERORS**

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

## **OFFER ACCEPTANCE**

Acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

## **CONTRACT EXECUTION**

The successful Offeror receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If the option to extend for each twelve-month period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each extended period.

## **LIABILITY INSURANCE**

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$1,000,000 per occurrence PD: \$1,000,000 per occurrence

Each insurance policy required by this contract shall contain the following clauses:

1. "The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, PPB Office, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) thereof on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of

this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

### **CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS**

Should public employee wages for Wastewater Treatment Operator II increase during any period of the contract, including supplements, the Contractor may request for an increase in contract price. The increase requested shall be the result of a wage increase to the Contractor's employees performing the work herein.

Effective March 1, 2009, the wage rate for a Wastewater Treatment Operator II is:

BU 01 / BC 11 - Hourly	\$23.04
(Monthly	\$3,994.00)

Contractor's request for an increase must meet the following criteria:

1. At the time of request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the specified public employees. Documents shall include employees' payroll records and a statement that those employees are being utilized for this contract.
2. Contractor's request for an increase shall be submitted in writing to the Department of Public Safety's Procurement and Contracts Office, on a timely basis.

Contractor's request for an adjustment to the contract price due to public employee wage increases, shall be retroactive only to the beginning of the current twelve-month or shorter contract period.

3. The price adjustment method by which the bid price per hour per attendant shall be calculated is as follows:

BHP = Bid Price/Hour/Operator	(Example: \$15.00/hour)
CHW = Current Hourly Wage Rate	(Example: \$11.00/hour)
NHW = New Hourly Wage Rate paid to State employees	(Example: \$11.50/hour)
HWI = Hourly Wage Increase to State employees (NHW – CHW )	(Example: \$11.50/hour - \$11.00/hour = \$.50/hour)
ABP = Adjusted Bid Price/Hour/ Operator (BPH + HWI)	(Example: \$15.00 + \$.50 = \$15.50/hour)

4. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by statute. However, the resulting fringe benefit percentage increase shall only be applicable to the actual dollar amount of the increase,

and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If the request includes an adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid. The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance and prepaid health care.

The percentage increase for fringe benefits is set at 16%, which includes workers' compensation, temporary disability insurance and unemployment insurance. If Contractor is able to document that its percentage for fringe benefits is higher than 16%, the State will review the Contractor's claims.

If allowable fringe benefits are requested, then the following method of calculation shall be applied to the HWI:

16%	=	% Total for Allowable Fringe Benefits	(Example: 16%)
\$AFB	=	Adjustment for Allowable Fringe Benefits (HWI x %FB)	(Example: \$.50 x .16 = \$.08)

The ABP + \$AFB is equal to the adjusted contract unit bid price. In the example, \$15.50 + \$.08 = \$15.59. The allowable amount of increase to the original unit bid price in the example is \$.59.

## INVOICING

An original and three (3) copies of invoices shall be sent to the following address:

Department of Public Safety  
Kauai Community Correctional Center  
5350 Kuhio Highway  
Lihue, Hi 96766

All invoices shall reference the contract number. Contractor must verify all charges (routine and emergency services) with the Contract Administrator prior to submittal to Kauai Community Correctional Center for payment.

Routine Servicing. Payment for routine preventive maintenance services shall be made on a monthly basis. Contractor shall submit a monthly invoice and summary detailing the date and maintenance service actually provided.

Emergency Servicing. All charges for emergency work shall be listed on a separate invoice describing in detail, the date of the emergency, person(s) who performed the work, hours on the job, and the parts replaced. All charges for such emergency work shall be the sum of the actual man-hours computed at the contracted rate per hour and the cost plus 15% for parts being replaced. Emergency service invoices will be paid by purchase order.

A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract that requires payment within a shorter period or interest payment not in conformance with statute.

## **CONTRACT MODIFICATION**

The State reserves the right to add or delete equipment or modify the scope of service as a result of any future changes to the system. Any change requested by the State shall be effective upon the execution of a contract modification or supplemental agreement.

## **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

## **LIQUIDATED DAMAGES**

Liquidated damages for non-performance of the specified maintenance services shall be the actual cost incurred due to Contractor's non-performance for each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified hereunder. Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

## **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

## **PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provide that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the wall at room 413 Planning, Programming, and Budget Office-Purchasing and Contracts, 919 Ala Moana Boulevard, Honolulu, Hawaii 96814.

Any protest pursuant to § 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, Honolulu, Hawaii 96814.

DEPARTMENT OF HUMAN RESOURCES\*  
CITY AND COUNTY OF HONOLULU

Class Specification

100117  
100118  
100120  
100121

**WASTEWATER TREATMENT PLANT OPERATOR**

GRADES I, II, III, IV  
BC 10, 11, 12 & 13; BU 01

Duties Summary:

Independently operates and maintains a Class I, II, III or IV wastewater treatment plant and lower classed plants, as well as tributary pumping plants; participates in the major overhaul, repair, and installation of treatment and pumping plant equipment; and performs other related duties as required.

Distinguishing Characteristics:

These classes differ from that of Assistant Wastewater Treatment Plant Operator in that the Wastewater Treatment Plant Operator I, II, III and IV independently stand watch and operate and maintain various equipment and facilities at a wastewater treatment plant; whereas the Assistant Wastewater Plant Operator assists and/or participates in, and receives supplemental training relating to, the operation and maintenance of various equipment and facilities at a wastewater treatment plant.

These classes differ from those of Wastewater Treatment Plant Supervisor I, II, III and IV in that the Wastewater Treatment Plant Operator I, II, III and IV independently operate and maintain wastewater treatment plant equipment and facilities; whereas the Wastewater Treatment Plant Supervisor I, II, III and IV supervise, and have immediate charge of and twenty-four hour responsibility for, all operational and maintenance activities at a wastewater treatment plant.

Grade Level Standards:

Grade I: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class I wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade II: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class II wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade III: This level is characterized by its primary responsibility for operating and being in direct responsible charge of a Class III wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.

Grade IV: this level is characterized by its primary responsibility for operating and being in direct responsible charge of maintaining a Class IV wastewater treatment plant, as rated by the State Board of Certification of Operating Personnel in Wastewater Treatment Facilities.



### Illustrative Examples of Work:

Operates and maintains wastewater treatment and tributary pumping plants to assure the safe, effective, efficient, and economical use of processes and equipment, and to comply with pertinent City, State and Federal regulations; operates various equipment to regulate the flow of wastewater, air and sludge between the unit processes of the plant, reads and records readings from meters, gauges and other recording devices and interprets data to maintain or improve plant operations; inspects plant and mechanical equipment for malfunctions, irregularities and needed repairs; lubricates, changes oil, and makes running repairs and adjustments to machinery and equipment; participates in the installation, overhaul and major repair of treatment and pumping plant equipment; drains and cleans settling tanks, clarifiers, chlorinating chambers, digesters and aeration tanks; maintains sludge digestion systems, dewatering equipment, drying beds and pulverizers; collects samples of raw, partially treated, and treated wastewater and sludge and performs chemical and physical analyses thereof, including settleable solids, settleability, pH, chlorine residual, dissolved oxygen and suspended solids; interprets laboratory results and makes appropriate process adjustments; maintains test result records, data sheets and reports; paints equipment, buildings and structures; keep station logs and prepares operational reports; may be assigned to work in other plants for training and development purposes and to qualify for higher level certification; may be assigned to machine shop or other duties as necessary; attends employee safety and training sessions; operates a motor vehicle to transport personnel and equipment.

### Minimum Qualification Requirements for the Class:

Training and Experience: Experience and/or training of sufficient scope and quality to competently perform the journey level skills and duties of the applicable position.

License Requirement: Possession of the applicable Hawaii Mandatory Wastewater Treatment Plant Operator Certificate; possession of a valid Hawaii State driver's license (Type 3 or modified 4) or appropriate commercial driver's license with proper endorsements, as applicable; and a current State Department of Transportation medical examination certificate, as required.

Knowledge of: practices and procedures used in the operation and maintenance of wastewater treatment and pumping plant equipment; the various types of wastewaters and associated problems and processes; sampling methods and the physical and chemical tests used in treatment plant control; servicing requirements of moving machinery; hazards and safety practices involved in working around high voltage equipment and moving machinery; process quality control requirements and remedial measures in dealing with process malfunctions and emergencies; arithmetic; uses of basic mechanic hand and power tools.

Ability to: operate and maintain electrical pumping units and auxiliary equipment; read and interpret meters and gauges, record readings and maintain operating records; perform the required laboratory tests and analyzes results; make arithmetical computations; use common hand and power tools; act quickly and effectively in emergencies; work with dexterity and safety; understand and follow oral and written instructions; work harmoniously with others; handle weights and loads.

### Physical Requirement:

Persons seeking appointment to positions in this class must meet the health and physical condition standards deemed necessary and proper for performance of the duties.

Physical Effort Grouping: Heavy

Special Working Conditions: exposure to hazardous, filthy and/or obnoxious conditions; may also be subject to shift, weekend and holiday work as required.

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This is the first specification approved for the new classes, **WASTEWATER TREATMENT PLANT OPERATOR I, II, III AND IV**, effective May 1, 1982.

APPROVED: September 24, 1981

WALLACE Y. KUNIOKA  
Director of Human Resources\*

\*Department of Human Resources effective 7/1/98

Reference: \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Date: \_\_\_\_\_